

IN SENATE OF THE UNITED STATES.

MAY 16, 1848.

Submitted, and ordered to be printed.

Mr. NILES made the following

REPORT:

[To accompany bill S. No. 266.]

*The Committee on the Post Office and Post Roads, to whom was referred the petition of S. W. Chilson, made the following report:*

It appears that, on the 23d day of July, 1840, the Postmaster General entered into a contract, in writing, with the petitioner, whereby the petitioner engaged to serve the department as mail agent on the railroad, from Boston to Springfield, to take charge of the mail, to receive and deliver the mails at the intermediate offices, and to perform other services, specified in the contract, according to the instructions of the department; for which services he was to be paid \$600 per annum. The contract was for one year, and contained the following provision as to the termination of it: "He (the petitioner) further agrees to give three months' previous notice before quitting the service; and the Postmaster General agrees to give a like notice before discharging him. Provided, however, that he may be discharged at any time for palpable delinquency in the discharge of his duties." This contract, which was for one year only, appears to have been continued by the consent of both parties, and the petitioner remained in the service of the department until the 28th day of February, 1842, when he was discharged, without any previous notice, or any charge or claim of misconduct or delinquency.

But it appears by a statement from the department, that the Postmaster General and the railroad company, not being able to agree on the price and terms for transporting the mail over said road, the mail was withdrawn from the road, and transported for a short time in some other way; and this is assigned as the reason for discharging the petitioner. This was a contingency that does not seem to have been foreseen or provided for in the contract, and does not, in the opinion of the committee, take away the rights of the petitioner under the contract. The petitioner was not a public

officer, but merely performing a service under a contract, and has the same claims for a breach of that contract, as he would have had, had it been a contract with an individual.

The committee therefore report a bill to pay him for three months' services. The cause of his discharge was not even provided for in the contract, and the disappointment and damage to him, was the same as it would have been, had he been discharged without any such reasons.

MAY 16, 1848.

Submitted, and ordered to be printed.

Mr. Smith made the following

## REPORT

[To accompany bill S. No. 385.]

The Committee on the Post Office and Post Roads, to whom was referred the petition of S. W. Colburn, made the following report:

It appears that on the 23d day of July, 1846, the Postmaster General entered into a contract, in writing, with the petitioner, whereby the petitioner engaged to serve the department as mail carrier on the route from Boston to Springfield, to take charge of the mail, to receive and deliver the mails at the intermediate places, and to perform other services specified in the contract, according to the instructions of the department, for which services he was to be paid \$3000 per annum. The contract was for one year, and contained the following provision as to the termination of it: "The petitioner further agrees to give three months' previous notice before giving up the service; and the Postmaster General agrees to give a like notice before discharging him. Provided, however, that he may be discharged at any time for palpable delinquency in the discharge of his duties." This contract, which was for one year, expired on the 23d day of July, 1847, and the petitioner continued in the service of the department until the 23d day of February, 1848, when he was discharged without any previous notice or any charge of delinquency or delinquency.

It appears by a statement from the department that the Postmaster General and the railroad company, not being able to agree on the price and terms for transporting the mail, were obliged to send the mail by stage from the road, and transported for a short time in a stage, and this was arranged as the reason for discharging the petitioner. This was a contingency that had not been provided for in the contract, and it is the opinion of the committee that the petitioner was not a party